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RECORDATION NO. 19158-C FILED
AUG 30 '02 2-21 PM
SURFACE TRANSPORTATION BOARD

lgitomer@bjllp.com

August 30, 2002

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the three originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Partial Assignment and Assumption Agreement, a secondary document, dated as of August 30, 2002. The primary document to which this is connected is recorded under Recordation No. 19158. We request that one copy of this document be recorded under Recordation No. 19158-C.

The names and addresses of the parties to the Partial Assignment and Assumption Agreement are:

Assignor:

Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation
2059 Northlake Parkway, 4th Floor
Tucker, GA 30084-4431

Assignee:

The Fifth Third Leasing Company
38 Fountain Square Plaza
Cincinnati, OH 45263

A description of the equipment covered by the Partial Assignment and Assumption Agreement consists of 50 covered pressure differential hopper cars numbered CRDX 11515-11544, inclusive, and 11176-11195, inclusive, and 148 covered hopper cars numbered CRDX 9755-9761, inclusive, 973-9865, inclusive, and 9867-9904, inclusive.

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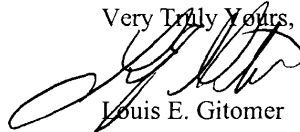
Honorable Vernon A. Williams
August 30, 2002
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A fee of \$ 30.00 is enclosed. Please return two originals to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: a Partial Assignment and Assumption Agreement between Banc of America Leasing & Capital, LLC, successor by merger to NationsBanc Leasing Corporation, 2059 Northlake Parkway, 4th Floor, Tucker, GA 30084-4431, and The Fifth Third Leasing Company, 38 Fountain Square Plaza, Cincinnati, OH 45263, covering 50 covered pressure differential hopper cars numbered CRDX 11515-11544, inclusive, and 11176-11195, inclusive, and 148 covered hopper cars numbered CRDX 9755-9761, inclusive, 973-9865, inclusive, and 9867-9904, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over the typed name 'Louis E. Gitomer'.

Enclosures

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated as of August ²⁸~~29~~, 2002, by and between Banc of America Leasing & Capital, LLC as successor by merger to NationsBanc Leasing Corporation (as successor in interest to Mellon Financial Services #3), ("Assignor"), and The Fifth Third Leasing Company, an Ohio corporation ("Assignee").

RECITAL

Pursuant to the Purchase Agreement dated as of August ³⁰~~29~~, 2002 between Assignor, Assignee and the other parties thereto (the "Purchase Agreement"), Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire and assume Assignor's obligations in respect of, the Purchased Assets (as identified in Appendix 1). Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement.

ACCORDINGLY, the parties agree as follows:

SECTION 1. Assignment of Purchased Assets. Assignor assigns, transfers and conveys to Assignee, its successors and assigns, as of the Effective Time (as hereinafter defined) all its right, title and interest in, to and under the Lease Arrangement Documents (as hereinafter defined). Assignee hereby unconditionally and irrevocably accepts and receives, as of the Effective Time, all such right, title and interest in, to and under the Lease Arrangement Documents.

SECTION 2. Assumption of Liabilities. Assignee hereby unconditionally and irrevocably assumes all of the duties and obligations of Assignor accruing or arising, as of the Effective Time, incident to the Purchased Assets. Assignee confirms that, as of the Effective Time it shall be deemed a party to those agreements set forth in Appendix 2 to which Assignor is a party (the "Lease Arrangement Documents"), and Assignee agrees to be bound by, as of the Effective Time, all the terms of, and to undertake all such obligations of, Assignor contained therein.

SECTION 3. Exception. Notwithstanding the foregoing, the Assignor shall retain and Assignee shall acquire no interest in or obligation in respect of (a) Assignor's rights to indemnification under the Lease Arrangement Documents to the extent relating to acts, conditions or events occurring or existing prior to the date hereof, or (b) any obligations of Assignor arising or accruing prior to the Effective Time. Assignor and Assignee hereby understand and agree that the master lease between Assignor and Lessee, which is described on Appendix 2 hereto (the "Master Lease") is only partially assigned hereunder by Assignor to Assignee, with such assignment of the Master Lease being only insofar as the Master Lease relates to the Purchased Assets.

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SECTION 4. Release of Assignor. As of the Effective Time, Assignor shall be relieved of all of its liabilities under the Lease Arrangement Documents except any liability arising or accruing prior to the Effective Time.

SECTION 5. Payments. Assignor hereby covenants and agrees to pay over to Assignee, if and when received following the Effective Time, any amounts (including any sums payable as interest in respect thereof) paid on account of the Purchased Assets to or for the benefit of Assignor; and Assignee hereby covenants and agrees to pay over to Assignor, if and when received following the Effective Time, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of Assignee that are not attributable to the Purchased Assets and to which Assignor is otherwise entitled.

SECTION 6. Effectiveness. This Agreement shall be effective as of 10:00 a.m. C.D.T. on August 29, 2002 (the "Effective Time") upon completion of all of the following: (a) the execution and delivery by each of Assignor and Assignee of this Agreement, and (b) the fulfillment of all Purchaser and Seller Closing Conditions set forth in Sections 6 and 7, respectively, of the Purchase Agreement.

SECTION 7. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. The representations and warranties of Seller and Purchaser in the Purchase Agreement are hereby incorporated herein by reference and made part of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement is made and entered into in Illinois, and the laws of Illinois shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective duties and obligations.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

ASSIGNOR:

BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____

Name:

Title:

Carol Jones
CAROL JONES
VICE PRESIDENT

ASSIGNEE:

THE FIFTH THIRD LEASING COMPANY

By: _____

Name:

Title:

Edward M. Eichen
Edward M. Eichen
Vice President

State of Georgia

County of Dekalb

On this 23rd day of August, 2002, before me, Gail Beall the undersigned Notary Public, personally appeared Carol Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C. Beall
Notary Public for Gwinnett County, Georgia
My Commission expires March 20, 2005

State of OHIO
County of HAMILTON

On this 28th day of August, 2002, before me, THOMAS J. MERKLE the undersigned Notary Public, personally appeared EDWARD McEVEEN personally known to me to be the person who executed the within instrument as VICE PRESIDENT on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Thomas J. Merkle
Notary Public for THOMAS J. MERKLE
My Commission expires Notary Public, State of Ohio
My Commission Expires Dec. 18, 2006

**APPENDIX 1
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT
PURCHASED ASSETS**

50 5,000 cubic foot covered pressure differential hopper railcars with equipment numbers CRDX 11515-11544 and 11176-11195, in all cases inclusive, and 148 3,000 cubic foot covered hopper railcars with equipment numbers CRDX 9755-9761 and 9763-9865, and 9867-9904, in all cases inclusive, as more fully described on Equipment Lease Schedule No. 2 to Master Lease Agreement dated June 15, 1994, referenced on Appendix 2.

20 5,161 cubic foot covered triple hopper sugar railcars manufactured by Trinity Industries, Inc. with equipment numbers CRDX 12020-12039 inclusive and 78 5,161 cubic foot covered hopper grain railcars manufactured by Trinity Industries, Inc. with equipment numbers CRDX 13320-13346, 13348-13396, 13398-13399, in all cases inclusive, as more fully described on Equipment Lease Schedule No. 1 to Master Lease Agreement dated April 1, 1996, referenced on Appendix 2.

100 5,150 cubic foot covered triple hopper grain railcars manufactured by Thrall Car Manufacturing Company with equipment numbers CRDX-13600-13699 inclusive, as more fully described on Equipment Lease Schedule No. 2 to Master Lease Agreement dated April 1, 1996, referenced on Appendix 2.

APPENDIX 2
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT
LEASE ARRANGEMENT DOCUMENTS

Master Lease Agreement dated as of June 15, 1994 between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation (as successor in interest to Mellon Financial Services Corporation #3), as lessor, and Chicago Freight Car Leasing Co., as lessee, and Equipment Lease Schedule Number 002 dated December 29, 1994 thereto and Memorandum of Lease recorded with the Surface Transportation Board on January 4, 1995, Number 19158.

Master Lease Agreement dated as of April 1, 1996, between Banc of America Leasing & Capital, LLC, as successor by merger to NationsBanc Leasing Corporation, as lessor, and Chicago Freight Car Leasing Co., as lessee, Equipment Lease Schedule Number 001 dated April 30, 1996 thereto and Memorandum of Equipment Lease recorded with the Surface Transportation Board on June 3, 1996, Number 20122., and Equipment Lease Schedule Number 002 dated August 1, 1996 thereto and Memorandum of Equipment Lease recorded with the Surface Transportation Board on August 5, 1996, Number 20122-A.